

A. G. Contract No. KR00 0526TRN
ADOT ECS File: JPA 00-20
Project: HURF Advance
Section: Beaverhead flat Road
Project No HRF-YYV-0-724
TRACS No: HF024 01C

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 30 May, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and YAVAPAI COUNTY acting by and through its BOARD OF SUPERVISORS (the
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-6993(G) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State Transportation Board has approved the exchange of \$469,000.00 in Highway User Revenue Funds (HURF) to the County for construction of improvements to the county road Beaverhead flat Road, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds in the amount of \$600,627.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 24014
Filed with the Secretary of State
Date Filed: 05/30/00

Petrey Bayless
Secretary of State

By Dicky V. Haernewold

II. SCOPE OF WORK

1. The County will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project review is completed by NACOG representatives

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II.1 c., d. and f. above

b. Withhold from NACOG, federal funds and the obligation authority of federal funds in the amount of \$600,627.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project, provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party

3. This agreement shall become effective upon filing with the Secretary of State

4 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

7 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

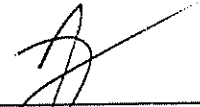
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yavapai County
Public Works Director
1100 Commerce Dr.
Prescott, AZ 86301

8 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

By 
CHIP DAVIS, Chairman
Board of Supervisors

ATTEST

By 
BEV STADDON
Clerk of the Board

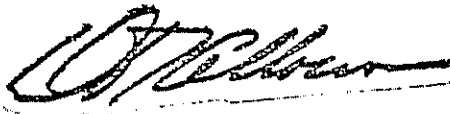
STATE OF ARIZONA
Department of Transportation

By 
MARY LYNN TISCHER, Director
Transportation Planning

RESOLUTION

BE IT RESOLVED on this 28th day of March 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for the exchange of HURF funds for improvements to Beaverhaed Flat Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: March 20, 2000.

The entry in the said minutes:

ITEM NO. 2. Public Works Director Richard Straub.

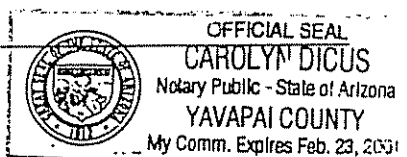
3. Consider approval of an intergovernmental agreement with the State of Arizona for the exchange of \$469,000 in Highway User Revenue Funds to Yavapai County for construction of improvements to Beaverhead Flat Road. **Public Works Director Richard Straub explained that the \$469,000 that had been secured from Northern Arizona Council of Governments (NACOG) was an additional amount which would be added to the budgeted funds and that because of the cost of the project which was being estimated at approximately \$5 million, only about 60 percent of the project would be done this year. Approved by unanimous vote. Motion by Supervisor Olsen, second by Supervisor Brownlow. No comments from the public.**

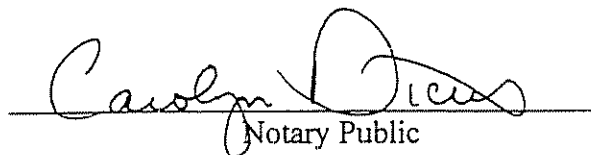


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me April 27, 2000.

My Commission Expires:




Notary Public

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 10th day of May, 2000.



County Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE: (602) 542-5025
FACSIMILE: (602) 542-4085

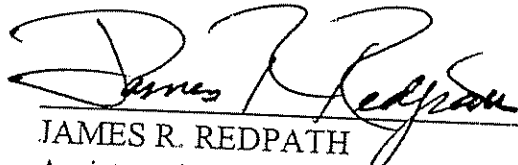
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0526TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 19, 2000

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/627664

Enc.